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10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**

12 CYNTHIA TODD,

13 Plaintiff,

14 v.

15 AT&T CORP., EQUIFAX INFORMATION
16 SERVICES, LLC, NATIONAL CONSUMER
17 TELECOM and UTILITIES EXCHANGE,
INC., EXPERIAN INFORMATION
SOLUTIONS, INC., and DOES 1-10.

18 Defendants.

19 CASE NO. 16-cv-03357-HSG

20 **DEFENDANT NATIONAL CONSUMER
TELECOM AND UTILITIES
EXCHANGE, INC.’S ANSWER, WITH
DEFENSES, TO PLAINTIFF’S FIRST
AMENDED COMPLAINT**

21 Defendant NATIONAL CONSUMER TELECOM and UTILITIES EXCHANGE, INC.
22 (“NCTUE”), through its attorneys of record, Hanson Bridgett LLP, hereby files the following
23 Answer, with Separate Defenses, to Plaintiff’s First Amended Complaint (the “Complaint”) filed
24 by Plaintiff Cynthia Todd, as follows:

25 **PRELIMINARY STATEMENT**

26 In answering the Complaint, NCTUE states that it is responding to allegations on behalf of
27 itself only, even where the allegations pertain to alleged conduct by all Defendants. NCTUE
28 denies any and all allegations in the headings and/or unnumbered paragraphs in the Complaint.

Case No. 16-cv-03357-HSG

DEFENDANT NATIONAL CONSUMER TELECOM AND UTILITIES EXCHANGE, INC.’S ANSWER,
WITH DEFENSES, TO PLAINTIFF’S FIRST AMENDED COMPLAINT

ANSWER

In response to the specifically enumerated paragraphs of the Complaint, NCTUE states as follows:

4 1. NCTUE lacks information sufficient to form a belief as to the truth of the
5 allegations of Paragraph 1 of the Complaint and therefore denies the same.

6 2. NCTUE lacks information sufficient to form a belief as to the truth of the
7 allegations of Paragraph 2 of the Complaint and therefore denies the same.

8 3. NCTUE lacks information sufficient to form a belief as to the truth of the
9 allegations of Paragraph 3 of the Complaint and therefore denies the same.

10 4. NCTUE lacks information sufficient to form a belief as to the truth of the
11 allegations of Paragraph 4 of the Complaint and therefore denies the same.

12 5. NCTUE lacks information sufficient to form a belief as to the truth of the
13 allegations of Paragraph 5 of the Complaint and therefore denies the same.

14 6. NCTUE denies the allegations set forth in the first sentence of paragraph 6 of the
15 Complaint. NCTUE denies the allegations set forth in the second sentence of paragraph 6 of the
16 Complaint but avers that NCTUE is an FCRA-compliant consumer credit data exchange to which
17 its members contribute data concerning their customers, including identifying information and
18 other relevant account information, including payment history.

19 7. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
20 7 of the Complaint and therefore denies the same.

21 8. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
22 8 of the Complaint and therefore denies the same.

23 9. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
24 9 of the Complaint and therefore denies the same.

25 10. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
26 10 of the Complaint and therefore denies the same.

27 11. NCTUE denies the allegations set forth in paragraph 11 of the Complaint but avers
28 that NCTUE is an FCRA-compliant consumer credit data exchange to which its members

1 contribute data concerning their customers, including identifying information and other relevant
 2 account information, including payment history.

3 12. NCTUE denies as written the allegations set forth in paragraph 12. NCTUE admits
 4 that AT&T contributes data concerning its customers to NCTUE.

5 13. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
 6 13 of the Complaint and therefore denies the same.

7 14. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
 8 14 of the Complaint and therefore denies the same.

9 15. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
 10 15 of the Complaint and therefore denies the same.

11 16. NCTUE denies the allegations set forth in paragraph 16 of the Complaint.

12 17. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
 13 17 of the Complaint and therefore denies the same.

14 18. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
 15 18 of the Complaint and therefore denies the same.

16 19. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
 17 19 of the Complaint and therefore denies the same.

18 20. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
 19 20 of the Complaint and therefore denies the same.

20 21. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
 21 21 of the Complaint and therefore denies the same.

22 22. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
 23 22 of the Complaint and therefore denies the same.

24 23. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
 25 23 of the Complaint and therefore denies the same.

26 24. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
 27 24 of the Complaint and therefore denies the same.

28 25. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph

1 25 of the Complaint and therefore denies the same.

2 26. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
3 26 of the Complaint and therefore denies the same.

4 27. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
5 27 of the Complaint and therefore denies the same.

6 28. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
7 28 of the Complaint and therefore denies the same.

8 29. NCTUE denies the allegations set forth in paragraph 29 of the Complaint.

9 30. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
10 30 of the Complaint and therefore denies the same.

11 31. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
12 31 of the Complaint and therefore denies the same.

13 32. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
14 32 of the Complaint and therefore denies the same.

15 33. NCTUE denies the allegations set forth in paragraph 33 of the Complaint.

16 34. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
17 34 of the Complaint and therefore denies the same.

18 35. NCTUE denies the allegations set forth in paragraph 35 of the Complaint.

19 36. NCTUE denies the allegations set forth in paragraph 36 of the Complaint.

20 37. NCTUE denies the allegations set forth in paragraph 37 of the Complaint.

21 38. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
22 38 of the Complaint and therefore denies the same.

23 39. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
24 39 of the Complaint and therefore denies the same.

25 40. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
26 40 of the Complaint and therefore denies the same.

27 41. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
28 41 of the Complaint and therefore denies the same.

1 42. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
 2 42 of the Complaint and therefore denies the same.

3 43. NCTUE denies the allegations set forth in paragraph 43 of the Complaint but avers
 4 that NCTUE is an FCRA-compliant consumer credit data exchange to which its members
 5 contribute data concerning their customers, including identifying information and other relevant
 6 account information, including payment history.

7 44. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
 8 44 of the Complaint and therefore denies the same.

9 45. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
 10 45 of the Complaint and therefore denies the same.

11 46. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
 12 46 of the Complaint and therefore denies the same.

13 47. NCTUE repeats its responses and defenses to Paragraph 1-46 of the Complaint.

14 48. Paragraph 48 of the Complaint is not directed to NCTUE, but out of an abundance
 15 of caution, NCTUE states that it lacks sufficient information as to the truth of the allegations of
 16 Paragraph 48 of the Complaint and therefore denies the same.

17 49. Paragraph 49 of the Complaint is not directed to NCTUE, but out of an abundance
 18 of caution, NCTUE states that it lacks sufficient information as to the truth of the allegations of
 19 Paragraph 49 of the Complaint and therefore denies the same.

20 50. Paragraph 50 of the Complaint is not directed to NCTUE, but out of an abundance
 21 of caution, NCTUE states that it lacks sufficient information as to the truth of the allegations of
 22 Paragraph 50 of the Complaint and therefore denies the same.

23 51. Paragraph 51 of the Complaint is not directed to NCTUE, but out of an abundance
 24 of caution, NCTUE states that it lacks sufficient information as to Plaintiff's allegations of
 25 damages suffered and the basis for the requested relief being sought and therefore denies the same.

26 52. NCTUE repeats its responses and defenses to Paragraph 1-51 of the Complaint.

27 53. Paragraph 53 of the Complaint is not directed to NCTUE, but out of an abundance
 28 of caution, NCTUE states that it lacks sufficient information as to the truth of the allegations of

1 Paragraph 53 of the Complaint and therefore denies the same.

2 54. Paragraph 54 of the Complaint is not directed to NCTUE, but out of an abundance
 3 of caution, NCTUE states that it lacks sufficient information as to the truth of the allegations of
 4 Paragraph 54 of the Complaint and therefore denies the same.

5 55. Paragraph 55 of the Complaint is not directed to NCTUE, but out of an abundance
 6 of caution, NCTUE states that it lacks sufficient information as to Plaintiff's allegations of
 7 damages suffered and the basis for the requested relief being sought and therefore denies the same.

8 56. NCTUE repeats its responses and defenses to Paragraph 1-55 of the Complaint.

9 57. Paragraph 57 of the Complaint is not directed to NCTUE, but out of an abundance
 10 of caution, NCTUE states that it lacks sufficient information as to the truth of the allegations of
 11 Paragraph 57 of the Complaint and therefore denies the same.

12 58. Paragraph 58 of the Complaint is not directed to NCTUE, but out of an abundance
 13 of caution, NCTUE states that it lacks sufficient information as to the truth of the allegations of
 14 Paragraph 58 of the Complaint and therefore denies the same.

15 59. Paragraph 59 of the Complaint is not directed to NCTUE, but out of an abundance
 16 of caution, NCTUE states that it lacks sufficient information as to Plaintiff's allegations of
 17 damages suffered and the basis for the requested relief being sought and therefore denies the same.

18 60. NCTUE repeats its responses and defenses to Paragraph 1-59 of the Complaint.

19 61. Paragraph 61 of the Complaint is not directed to NCTUE, but out of an abundance
 20 of caution, NCTUE states that it lacks sufficient information as to the truth of the allegations of
 21 Paragraph 61 of the Complaint and therefore denies the same.

22 62. Paragraph 62 of the Complaint is not directed to NCTUE, but out of an abundance
 23 of caution, NCTUE states that it lacks sufficient information as to the truth of the allegations of
 24 Paragraph 62 of the Complaint and therefore denies the same.

25 63. Paragraph 63 of the Complaint is not directed to NCTUE, but out of an abundance
 26 of caution, NCTUE states that it lacks sufficient information as to Plaintiff's allegations of
 27 damages suffered and the basis for the requested relief being sought and therefore denies the same.

28 64. NCTUE repeats its responses and defenses to Paragraph 1-63 of the Complaint.

65. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph 65 of the Complaint and therefore denies the same.

66. NCTUE denies the allegations set forth in paragraph 66 of the Complaint.

67. NCTUE denies the allegations set forth in paragraph 67 of the Complaint.

68. NCTUE repeats its responses and defenses to Paragraph 1-67 of the Complaint.

69. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph the Complaint and therefore denies the same.

70. NCTUE denies the allegations set forth in paragraph 70 of the Complaint.

71. NCTUE denies the allegations set forth in paragraph 71 of the Complaint.

72. NCTUE repeats its responses and defenses to Paragraph 1-71 of the Complaint.

11 73. Paragraph 73 of the Complaint is not directed to NCTUE, but out of an abundance
12 of caution, NCTUE states that it lacks sufficient information as to the truth of the allegations of
13 Paragraph 73 of the Complaint and therefore denies the same.

14 74. Paragraph 74 of the Complaint is not directed to NCTUE, but out of an abundance
15 of caution, NCTUE states that it lacks sufficient information as to the truth of the allegations of
16 Paragraph 74 of the Complaint and therefore denies the same.

17 75. Paragraph 75 of the Complaint is not directed to NCTUE, but out of an abundance
18 of caution, NCTUE states that it lacks sufficient information as to Plaintiff's allegations of
19 damages suffered and the basis for the requested relief being sought and therefore denies the same.

SEPARATE DEFENSES

21 As separate and distinct defenses to the Complaint, to each and every purported claim
22 thereof, and without admitting or acknowledging that it bears the burden of proof as to any of
23 them, Defendant NCTUE alleges:

First Separate Defense

The Complaint fails to state a claim upon which relief can be rendered.

Second Separate Defense

27 NCTUE has not breached any alleged duty claimed to be owed to Plaintiff, whether based
28 on statute or any other source.

Third Separate Defense

NCTUE appropriately relied on its vendor to carry out any investigation of Plaintiff's concerns and to respond as required to any such issues that were identified.

Fourth Separate Defense

No alleged action or failure to act on the part of NCTUE is the proximate cause of any damages alleged to have been suffered by Plaintiff.

Fifth Separate Defense

NCTUE, both directly and through its vendor, has complied with the FCRA in dealing with Plaintiff's issues and it is entitled to each and every defense available under the Act, including but not limited to each and every limitation of liability.

Sixth Separate Defense

Plaintiff is not entitled to statutory or punitive damages, and has suffered no actual damages to which Plaintiff is entitled to recover.

Seventh Separate Defense

NCTUE reserves the right to amend or add to these separate defenses in light of further discovery and factual investigation, as well as the contents of subsequent pleadings of the other parties in this case.

RESPONSE TO PLAINTIFF'S PRAYER FOR RELIEF

NCTUE denies that Plaintiff is entitled to any of the relief sought in Plaintiff's Prayer for Relief, or any of its subparagraphs.

RESPONSE TO PARTIES' JURY DEMANDS

NCTUE admits that Plaintiff (and, to date, one of the Defendants) has demanded trial by jury and likewise demands trial by jury on all matters where a right to a jury is present.

WHEREFORE, having fully answered or otherwise responded to the allegations in Plaintiff's Complaint, Defendant NCTUE prays that:

- (1) this matter be dismissed;
- (2) that Plaintiff take nothing by way of her claims;
- (3) that NCTUE recover all of its costs and reasonable and necessary attorney's fees as

1 allowed by law; and

2 (4) that Defendant NCTUE be awarded such other and further relief, both at law and
3 in equity, to which it may be justly entitled.

4 DATED: September 7, 2016

HANSON BRIDGETT LLP

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6 By: _____/s/ *Geoffrey R. Pittman*
7 LORI C. FERGUSON
8 GEOFFREY R. PITTMAN

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13 Attorneys for Defendant, NATIONAL
14 CONSUMER TELECOM and UTILITIES
15 EXCHANGE, INC.

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